IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No. 6197 of 2002
with
SPECIAL CIVIL APPLICATION NO. 6195 of 2002

For Approval and Signature:

HONOURABLE MR.JUSTICE D.H.WAGHELA

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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SANATBHAI AMBALAL PATEL - Petitioner(s)
Versus
VOLTAMP TRANSFORMER PVT LTD - Respondent(s)

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Appearance :
MR TR MISHRA for Petitioner(s) : 1,
MR DC DAVE for Respondent(s) : 1,

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CORAM : HONOURABLE MR.JUSTICE D.H.WAGHELA

Date : 01/05/2007

COMMON ORAL JUDGMENT

1. During the course of arguments, learned counsel for the parties have successfully persuaded

the parties to enter into a negotiated amicable settlement, the terms of that settlement are reduced into writing, and it is submitted with signatures of the representatives of the parties and their learned counsel with the request to make an order in terms of the settlement which shall substitute the impugned award.

2. Accordingly, the memorandum of settlement is taken on record and Rule is made **absolute** in terms of the settlement of which the terms are as under:

> **TERMS OF SETTLEMENT:**
>
> "(1) The Company M/s. Voltamp Transformers Ltd. agrees to give a sum of Rs.3,70,000/- (Rupees Three lakh Seventy thousand only) to each of the petitioners namely S/Shri Sanatbhai Ambalal Patel and Kiritbhai N. Patel towards full and final settlement of all claims arising out of the Award passed by the Industrial Tribunal, Baroda which is under challenge in both the above petitions. The Award of the Industrial Tribunal shall stand modified in terms of the present settlement;

(2) The petitioners workmen agree that no further amount under any head or under any Labour Law except under Employees' Provident Fund and Miscellaneous Provisions Act, will be due and payable and the payment of the aforesaid amount mentioned in Clause (i) of the Settlement. The employee employer relation between the parties and the respondent Company shall come to an end henceforth;

(3) The Company shall co-operate with the petitioner workmen to see that the necessary Forms under the Employees Provident Fund and Miscellaneous Provisions Act is filled in and send to the P.F. Commissioner for payment if any amount is available under the P.F. Account when they were in employment;

(4) The Company is paying the aforesaid lumpsum amount mentioned in Clause (i) of the Settlement by Account Payee Cheque in the name of the petitioners, particulars of which are as under:

(i) Shri Sanatbhai A. Patel

Cheque No.443881 dated 30.4.2007 drawn on Bank of Baroda, Sayajiganj Branch, Baroda.

(ii) Shri Kiritbhai N. Patel
Cheque No.443880 dated 30.4.2007 drawn on Bank of Baroda, Sayajiganj

Branch, Baroda.

(5) It is expressly understood between the parties that the aforesaid amount of Rs.3,70,000/- to each of the petitioner is paid vide cheque no. mentioned above, over and above the amount already paid to the petitioners in terms of the Award which is under challenge in the present petitions.

(6) The aforesaid lumpsum amount of Rs.3,70,000/- is the backwages for the period from December, 1988 till date and also includes Gratuity, Bonus, Privilege Leave or any amount under any Labour Laws."

No order as to costs.

sd/-
[D. H. Waghela, J.]

msp